

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN**

In re:

Kristen Rose Start  
FKA Kristen Mackey  
FKA Kristen Abuelhawa  
Ryan Matthew Start

Chapter 13  
Case Number 20-03024-SWD  
Honorable Scott W Dales

Debtors

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**ORDER APPROVING A PERMANENT LOAN MODIFICATION AGREEMENT**

NOW COMES Lakeview Loan Servicing, LLC, (“Creditor”) by and through its attorneys Orlans PC; Debtors, Kristen Rose Start and Ryan Matthew Start, by and through their attorney Jeffrey D. Mapes; and the Standing Chapter 13 Trustee, Brett N. Rodgers; and the parties hereby stipulate to entry of an Order Approving a Permanent Mortgage Loan Modification Agreement; and the Court being fully advised in the premises:

ORDERED AND ADJUDGED as follows:

1. Debtors’ Loan Modification Agreement with Creditor is approved as follows:
  - a. Effective July 1, 2021, the outstanding principal balance under the Mortgage Loan is \$179,702.71.
  - b. The maturity date of the Mortgage Loan is June 1, 2051.
  - c. The interest rate on the outstanding balance is 3.000% per annum. This rate is fixed for the remainder of the loan term.
  - d. Effective July 1, 2021, Debtors’ ongoing mortgage payment shall be principal and interest of \$757.63 per month, plus escrow amounts for property insurance and property taxes of \$435.96 per month, totaling **\$1,193.59 per month**. The payment amount shall be subject to future adjustments for changes in insurance and taxes as provided for in the mortgage and consistent with the requirements of applicable Federal and State Law.
  - e. The property securing this mortgage is located at 6517 Dew Pointe Court SE, Caledonia, MI 49316.
  - f. All other terms, conditions, and provisions of the Loan Modification Agreement not specifically listed in this document are incorporated herein by reference.
2. Effective August 1, 2021, payments pursuant to the Loan Modification Agreement shall be made by the Chapter 13 Trustee to M&T Bank, P.O. Box 840, Buffalo, NY 14240-0840. The Trustee shall make these payments as part of the Trustee’s normal disbursement cycle and consistent with the terms of Debtors’ confirmed plan as

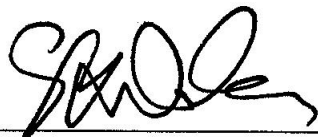
modified herein. Debtors directly paid the first payment due under the Loan Modification Agreement for July 1, 2021.

3. Upon the conclusion of Debtors' Chapter 13 case, whether by discharge, conversion, dismissal or otherwise, Debtors shall be responsible for making all future payment pursuant to the terms of the Mortgage Loan documents.
4. The Mortgage Loan shall be deemed contractually current as of July 1, 2021, with the first payment under the Loan Modification Agreement due for July 1, 2021 having been directly paid by Debtors. The Chapter 13 Trustee shall not make further disbursements on any unpaid balance on Creditor's Class III.C.1. post-petition ongoing mortgage payments accrued prior to July 1, 2021, or pre-petition mortgage arrearage.
5. Except as modified in this Order, the terms and conditions of the Loan and Mortgage documents between Debtors and Creditor shall remain in full force and effect.
6. The treatment of the claim of Creditor in Debtors' Chapter 13 Plan as confirmed (and as previously modified, if at all) is modified as necessary to comply with the provisions of this Order, including but not limited to, the change in Creditor's mortgage payment and suspension of disbursements on Creditor's pre-petition arrearage claim.
7. Entry of this Order is without prejudice to Debtors filing any further plan modification that debtor deems appropriate.
8. Except as expressly modified herein, Debtors' Plan as confirmed (and as previously modified, if at all) shall remain in full force and effect.

**IT IS SO ORDERED.**

Dated July 14, 2021



  
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Scott W. Dales  
United States Bankruptcy Judge